



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

December 4, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**CONVEYANCE OF COUNTY-OWNED REAL PROPERTY
TO THE LOS ANGELES UNIFIED SCHOOL DISTRICT
FLORENCE AREA, UNINCORPORATED LOS ANGELES COUNTY
(SECOND DISTRICT) (4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the County-owned real property, legally described in the Quitclaim Deed and depicted in the Plat Map, as a portion of a public street Right of Way (ROW) on East 62nd Street and an alleyway between Naomi and Hooper Avenues, located in the Florence Area (Property), is not required for County use and is surplus to any immediate or foreseeable County need.
2. Find that the proposed sale of the Property is categorically exempt under the California Environmental Quality Act (CEQA).
3. Approve the conveyance of the County's right, title, and interest in the Property for \$15,000 to the Los Angeles Unified School District (LAUSD).
4. Instruct the Chairman to execute the Quitclaim Deed and Sale and Purchase Agreement, both of which have been approved as to form by County Counsel.
5. Instruct the Auditor-Controller to deposit the sale proceeds into the Asset Development Implementation Fund as directed by the Chief Executive Office (CEO).
6. Authorize the CEO to execute any other documents necessary to complete the sales transaction upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the sale of, and convey title to the Property, a 5,377 square foot portion of a public street ROW identified as East 62nd Street, and the alleyway between Naomi and Hooper Avenues in the Florence area of unincorporated Los Angeles County, legally described and depicted in Attachment 1.

LAUSD is in the process of acquiring numerous assembled parcels in the area in which the Property is located, through condemnation, for the construction of the 16-acre Southwest Regional High School #2, which will be located adjacent to Mary McLeod Bethune County Park (Bethune Park). Under threat of condemnation by LAUSD, and in an effort to avoid litigation costs associated with such an action, the County has agreed to proceed with the sale of the Property. LAUSD has submitted an application with the County's Department of Public Works to vacate the ROW and the alleyway that comprise the Property, in order to accommodate the intended use. In addition, the Property in question has never been used or contemplated for use as park land.

LAUSD's acquisition of the Property will allow the County the opportunity to assist in providing enhanced educational, recreational, and aesthetic needs to the community. The acquisition of the Property by LAUSD will also provide safe and direct pedestrian access to Bethune Park, as well as eliminate any further County exposure to liability, ongoing maintenance costs, and safety concerns incurred by its ownership.

Implementation of Strategic Plan Goals

The proposed recommendations are consistent with the County Strategic Plan goals of service excellence and fiscal responsibility (Goals 1 and 4) in that they facilitate the sale of real property in a way that is responsive and beneficial to the surrounding community. The sale will provide for County residents' educational and recreational needs, while generating funds which could be used to improve the physical infrastructure of the County's existing real estate assets.

FISCAL IMPACT/FINANCING

LAUSD has agreed to pay the County \$15,000 for the Property. The sales price is reflective of a similar appraisal conducted by the City of Los Angeles (City) for the remainder of the City's ownership in Naomi Avenue. CEO Real Estate Division staff has reviewed the City's and LAUSD's appraised values, and after negotiation with LAUSD, concur that the amount offered is within an acceptable range of fair market value.

The proceeds from the proposed sale will be deposited into the County's Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the Property to LAUSD is authorized by Section 25365 of the California Government Code, which authorizes real property transfers to other government agencies. Notification of your Board's intended action has been published in compliance with Governmental Code Section 6061.

As required by Government Code Section 65402, notification of the proposed sale was submitted to the County's Department of Regional Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received within 40 days after the notification was provided.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Of the responses received, none notified the County of any intent to purchase or lease the Property.

LAUSD will be financially responsible for any impacts to Bethune Park created by this project. At this time it has been determined that the loss of access to an existing trash enclosure that serves Bethune Park will occur. Given that truck access to the trash enclosure will be eliminated with the vacation of Naomi Avenue, LAUSD, working in conjunction with CEO and the Department of Parks and Recreation (Parks), is to replace and reconstruct a trash enclosure at a new location selected by Parks.

County Counsel has reviewed the Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3) related to the proposed conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The sale of surplus government property is a Class 12 categorical exemption from CEQA pursuant to Section 15312 of the State CEQA guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. Upon conveyance of the Property, LAUSD will be responsible for complying with any CEQA requirements in connection with the vacation and completion of any improvements to the Property.

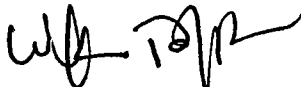
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Inasmuch as the Property is in the process of being vacated, there will be minimal impact on current or future County services. Although access to Bethune Park from Naomi Avenue will be temporarily compromised by LAUSD's project, patrons of Bethune Park can still park and access Bethune Park's facilities at Hooper Avenue. Additionally, the trash enclosure currently located at Naomi Avenue will be, as stated earlier, relocated and reconstructed by LAUSD, at its cost, to a site determined by Parks.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed Sale and Purchase Agreement and Quitclaim Deed for the property sold, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
CB:RH:dd

Attachments (3)

c: County Counsel
Auditor-Controller
Department of Parks and Recreation

LAUSD.BethunePark.bl

ATTACHMENT 1
LEGAL DESCRIPTION AND PLAT MAP

LEGAL DESCRIPTION SALE TO LAUSD

Parcel 1

Being a Portion of Lots 138, 139 Lying Within 62nd Street, 50.00 Feet Wide, formerly known as 64th Street, In Tract No. 5450, In the County Of Los Angeles, State Of California, as per map recorded In Book 59 Pages 94 And 95 of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

Beginning At Said Point "A" In the Centerline Of 62nd Street, 50.00 Feet Wide, Thence Westerly Along Said Centerline North 89° 59' 52" West 59.99 Feet To The Southerly Prolongation Of The Westerly Line Of Said Lot 138; Thence North 0° 09' 28" East 25.00 Feet To The Northerly Line Of Said 62nd Street; Thence Easterly Along Said Northerly Line South 89° 59' 52" East 80.00 Feet To The Easterly Line Of Said Lot 139; Thence Leaving Said Northerly Line Of 62nd Street South 0° 09' 32" West 25.00 Feet To Said Centerline Of 62nd Street; Thence Westerly Along Said Centerline North 89° 59' 52" West 20.00 Feet to Point "A".

Contains 2,000 Square Feet, More Or Less.

Parcel 2

That Portion of Lots 151 through 161 Lying Within a Portion of the 15.00 Feet Wide Alley, and Being East of Naomi Avenue, in Tract No. 5450 in the County of Los Angeles, State Of California, as per map recorded in Book 59 Pages 94 and 95, in the Office of the County Recorder of Said County, more particularly described as Follows:

Beginning at the Centerline Intersection of 63rd Street, 40.00 Feet Wide, and Naomi Avenue, 40.00 Feet Wide, as shown on the Map of Mary McLeod Bethune Park recorded in County Survey Book 2864 Pages A1 And A2 in the Office of the County Recorder of Said County; Thence Northerly Along Said Centerline Of Naomi Avenue North 0° 09' 32" East 171.47 Feet To The Centerline Of Said Alley; Thence Easterly Along Said Alley Centerline North 89° 58' 28" East 20.00 Feet To The True Point Of Beginning; Thence Continuing Along Said Alley Centerline North 89° 58' 28" East 450.28 Feet To The Westerly Line Of Hooper Avenue, 80.00 Feet Wide; Thence Northerly Along Said Westerly Line North 0° 07' 05" West 7.50 Feet to the Northerly Line of Said Alley; Thence Westerly Along Said Northerly Line South 89° 58' 28" West 450.24 Feet to the Easterly Line of Naomi Street, 40.00 Feet Wide, Thence Southerly Along Said Easterly Line South 0° 09' 32" West 7.50 Feet to the True Point Of Beginning.

Contains 3,377 Square Feet, More Or Less.

The map shows a grid of streets and lots. The vertical streets from left to right are 6th Ave., Naomi Ave., Hooper Ave., and 64th Ave. The horizontal streets from top to bottom are 61st St., 62nd St., 63rd St., and 64th St. The map includes lot numbers, block numbers, and various annotations such as 'COUNTY PLAYGROUND VAC.' and 'E: 8-99'. Arrows indicate directions and specific points of interest.

Block	6th Ave.	Naomi Ave.	Hooper Ave.	64th Ave.
40	139	139	139	139
40	109	108	107	106
40	105	104	103	102
40	101	100	99	98
40	97	96	95	94
40	93	92	91	90
40	89	88	87	86
40	83	82	81	80
40	79	78	77	76
40	73	72	71	70
40	69	68	67	66
40	63	62	61	60
40	59	58	57	56
40	53	52	51	50
40	49	48	47	46
40	43	42	41	40
40	39	38	37	36
40	33	32	31	30
40	29	28	27	26
40	23	22	21	20
40	19	18	17	16
40	13	12	11	10
40	9	8	7	6
40	5	4	3	2
40	1	0	0	0

Parcel 1: A portion of the North half of East 62nd Street, approximately 25 feet wide by 80 feet long, bordered by 62nd Street on the West and Bethune Park on the North
Parcel 2: A portion of the North half of that certain alley, 7.5 feet wide, between Naomi Avenue and Hooper Avenue

ATTACHMENT 2
QUITCLAIM DEED

RECORDING REQUESTED BY & MAIL TO

Los Angeles Unified School District
1055 West 7th Street, 10th Floor
Los Angeles, CA 90017
Attention: Director of Real Estate c/o
Escrow Manager

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Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged or has been secured by a deed of trust, does hereby surrender, quitclaim and release to:

Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the unincorporated Florence territory of the County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

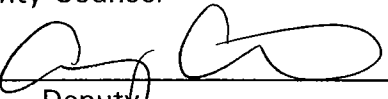
In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By 
Deputy

Parcel 1

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Contains 2,000 Square Feet, More Or Less.

Parcel 2

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Contains 3,377 Square Feet, More Or Less.

ATTACHMENT 3
SALE AND PURCHASE AGREEMENT

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 4th day of December, 2007, by and between the **COUNTY OF LOS ANGELES** ("Seller"), and **LOS ANGELES UNIFIED SCHOOL DISTRICT** ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

Sale and Purchase. Seller is the owner of certain real property located at 62nd Street and the alleyway on the southerly side of Mary McLeod Bethune County Park in the unincorporated Florence territory of the County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Fifteen Thousand and NO/100 Dollars (\$15,000.00), payable pursuant to Section 29 of this Agreement and the Escrow Instructions attached hereto as Exhibit B and incorporated herein by this reference.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, recording and any other miscellaneous customary charges and fees.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer on or before the later of (i) December 4, 2007, or (ii) a date occurring 15 days after the County of Los Angeles Board of Supervisors approves the sale of the Property ("Closing Date") by quitclaim deed in the form attached hereto as Exhibit C and incorporation herein by this reference (the "Deed"), subject to:

- A) all non-delinquent taxes, interest, penalties and assessments of record, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;
- C) Seller reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California, and shall cause the Deed to be recorded in the official records of the Registrar Recorder, County of Los Angeles ("Recorder").

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

A.) Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

B.) Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property:

The Property is subject to an existing dedicated right of way identified as Public Alley East 62nd Street as shown in Exhibit A hereto. However, Seller acknowledges that Buyer intends to vacate the previously mentioned public alley and street and Seller will work in good faith to provide reasonable cooperation to Buyer in obtaining this vacation.

Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.

C.) Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.

D.) Buyer waives any and all claims, caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Los Angeles Unified School District
1055 West 7th Street, 10th Floor
Los Angeles, CA 90017
Attention: Director of Real Estate c/o Escrow Manager

With a copy to:
Office of General Counsel - Facilities Legal
333 South Beaudry Avenue, 23rd Floor
Los Angeles, CA 90017
Attention Michelle Meghrouni, Esq.

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law or equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

20. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

21. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any part to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The parties hereto have the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby,. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer or Seller, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

26. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

29. Escrow. The Buyer and Seller agree to open an escrow (the "Escrow") with the escrow holder listed in this Section 29 below (the "Escrow Holder") and agree to execute mutually acceptable escrow instructions in substantially the same form of Exhibit B hereto to carry out the purchase and sale of the Property as contemplated in this Agreement.


Notwithstanding anything contained in Section 5 above, Buyer and Seller also agree to execute and deliver to Escrow Holder all documents reasonably required by Buyer's title insurance carrier to issue title insurance to Buyer and all documents reasonably required by Escrow Holder to close escrow as contemplated in this Agreement.

First American Title Company
Attn: Deborah Erickson, Escrow Officer
520 North Central Avenue, Suite 520
Glendale, CA 91203
Telephone: (800) 668-4853
Facsimile: (818) 450-0132

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

LOS ANGELES UNIFIED SCHOOL DISTRICT

By: 
Name: TERRENCE V. FENNESSY
Its: Director of Acquisition and Relocation

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI
Executive Officer, Board of Supervisors

By: 
YVONNE B. BURKE
Chair, Board of Supervisors

By: 
Deputy



APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

HOA_433391

76399

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: 
Deputy

16 DEC 04 2007


SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A

Parcel 1

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Parcel 2

That Portion of Lots 151 through 161 Lying Within a Portion of the 15.00 Feet Wide Alley, and Being East of Naomi Avenue, in Tract No. 5450 in the County of Los Angeles, State Of California, as per map recorded in Book 59 Pages 94 and 95, in the Office of the County Recorder of Said County, more particularly described as Follows:

Beginning at the Centerline Intersection of 63rd Street, 40.00 Feet Wide, and Naomi Avenue, 40.00 Feet Wide, as shown on the Map of Mary McLeod Bethune Park recorded in County Survey Book 2864 Pages A1 And A2 in the Office of the County Recorder of Said County; Thence Northerly Along Said Centerline Of Naomi Avenue North $0^{\circ} 09' 32''$ East 171.47 Feet To The Centerline Of Said Alley; Thence Easterly Along Said Alley Centerline North $89^{\circ} 58' 28''$ East 20.00 Feet To The True Point Of Beginning; Thence Continuing Along Said Alley Centerline North $89^{\circ} 58' 28''$ East 450.28 Feet To The Westerly Line Of Hooper Avenue, 80.00 Feet Wide; Thence Northerly Along Said Westerly Line North $0^{\circ} 07' 05''$ West 7.50 Feet to the Northerly Line of Said Alley; Thence Westerly Along Said Northerly Line South $89^{\circ} 58' 28''$ West 450.24 Feet to the Easterly Line of Naomi Street, 40.00 Feet Wide, Thence Southerly Along Said Easterly Line South $0^{\circ} 09' 32''$ West 7.50 Feet to the True Point Of Beginning.

Contains 3,377 Square Feet, More Or Less.

EXHIBIT B

Escrow Instructions

All capitalized terms contained in this Exhibit B shall be defined as set forth in the Sale and Purchase Agreement, dated _____ between the County of Los Angeles and the Los Angeles Unified School District ("the Agreement").

1. Opening of Escrow. Escrow Holder shall open Escrow as soon as reasonably possible upon receipt of a fully executed original of the Agreement and this Exhibit B (the "**Opening of Escrow**").

2. Delivery by Escrow.

A. Confirmation. Upon the Opening of Escrow, Escrow Holder shall deliver written confirmation of the date of the Opening of Escrow to Seller and Buyer at the addresses set forth in Section 13 of the Agreement.

B. Title Commitment. Upon Opening of Escrow, Escrow Holder shall cause a title commitment to be prepared and issued to Buyer together with a legible copy of all supporting documents referenced therein and a map plotting the location of all recorded easements (collectively referred to as the "TC").

C. Closing Statement. Within 2 days of Buyer's written request for a pro forma closing statement, Holder shall deliver to Seller and Buyer a pro forma closing statement which shall set forth, in a manner satisfactory to Seller and Buyer, all credits and debits contemplated by this Agreement. It is further agreed that there shall be no pro rations through this subject Escrow.

3. Documents and Funds Delivered to Escrow. All executed originals of the instruments identified in this Section 3 of this Exhibit B shall be delivered to and held by Escrow Holder through Close of Escrow and after Close of Escrow all originals shall be delivered to Buyer. The following shall be delivered into the Escrow in connection with the transfer of the Property:

A. Delivery by Seller.

(i) 1 original Quitclaim Deed (the "**Deed**") to the Property in recordable form, duly executed by Seller and acknowledged and in substantially the same form as set forth in Exhibit C of the Agreement, attached hereto;

(ii) County documents necessary to satisfy the Title Company's requirements for conveyance of subject property; and

(iii) Such other instruments and documents as may be reasonably requested by Escrow Holder or otherwise required to transfer the Property to Buyer.

B. Delivery by Buyer in Escrow.

- (i) 1 original Certificate of Acceptance, duly executed by Buyer; and
- (ii) Such other instruments and documents as may be reasonably requested by Escrow Holder or otherwise required to transfer the Property to Buyer.

Notwithstanding anything to the contrary set forth in this Agreement, Buyer shall not be obligated to execute and deliver the Certificate of Acceptance until Buyer has received satisfactory evidence of Seller's delivery to Escrow Holder of the Quitclaim Deed duly executed by Seller, acknowledged and recordable form.

C. Further Delivery by Buyer in Escrow. Buyer shall deposit into Escrow the Purchase Price amount of Fifteen Thousand and NO/100 Dollars (\$15,000.00) plus additional sums as shall be necessary to pay the expenses pursuant to Section 3 of the Agreement so long as the following conditions precedent have been satisfied: (a) Seller has fully performed its obligations under this Agreement; (b) Escrow Holder has previously notified Buyer that Seller has delivered into Escrow all of its documents required under Section 3.A of this Exhibit B, and (c) Escrow Holder has previously notified Buyer that Escrow Holder is able to proceed to close Escrow in accordance with the terms of the Agreement and this Exhibit B.

4. Conditions to Close.

A. Buyer. Escrow shall not close unless and until the following conditions precedent and contingencies have been satisfied or waived in writing by Buyer:

- (i) All funds and instruments described in Section 3.B of this Exhibit B, have been delivered to the Escrow Holder;
- (ii) Title Company shall be in a position to, and shall concurrently with the transfer of the Property, issue to Buyer the Title Policy, as hereinafter defined, in accordance with Section 6 of this Exhibit B, and

B. Seller. Escrow shall not close unless and until the following conditions precedent and contingencies have been satisfied or waived in writing by Seller:

- (i) All funds and instruments described in this Section 3.A of this Exhibit B have been delivered to the Escrow Holder;

C. Escrow Holder. Escrow shall not close unless and until Escrow Holder commits to issuing an owner's policy of title insurance in the amount of the Purchase Price insuring that title to the Property is vested in Buyer, subject only to those exceptions to title that Buyer approved during the Due Diligence Period, and containing such title endorsements and such other coverage as Buyer may request (the "**Title Policy**").

5. Duties of Escrow Holder. Upon satisfaction of the conditions set forth in Section 4 of this Exhibit B, Escrow Holder shall:

A. Cause the Quitclaim Grant Deed (with the Certificate of Acceptance attached) to be recorded in the Official Records of Los Angeles County, California;

B. Deliver to (a) Buyer at least one County certified copy of the recorded Quitclaim Deed, (b) Seller at least one County certified copy of the recorded Quitclaim Deed, and (c) the parties entitled thereto any other closing documents;

C. Deliver to Buyer 1 original and 2 copies of the Title Policy; and

D. Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price for the Property as deposited by Buyer to Seller promptly upon the Close of Escrow pursuant to instructions to be delivered by Seller to Escrow Holder.

6. Escrow Fee. Escrow Holder shall charge Buyer for Escrow Holder's fees and costs, the title premium attributable to the Title Policy, document recording charges (if any), and all other customary expenses incident to transfer title to Buyer. Escrow Holder shall be deemed to have earned the payment of the Escrow Fee upon satisfaction of Sections 4 and 5 of this Exhibit B.

RECORDING REQUESTED BY & MAIL TO

Los Angeles Unified School District
1055 West 7th Street, 10th Floor
Los Angeles, CA 90017
Attention: Director of Real Estate c/o
Escrow Manager

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged or has been secured by a deed of trust, does hereby surrender, quitclaim and release to:

Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the unincorporated Florence territory of the County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- All taxes, interest, penalties and assessments of record, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated **DEC 04 2007**

COLA LOG NO. _____



COUNTY OF LOS ANGELES

By

Yvonne B. Burke
YVONNE B. BURKE
Chairman, Board of Supervisors

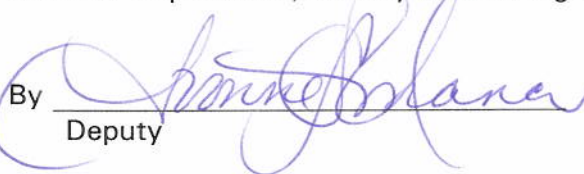
STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES)) ss.

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this 4th day of December 2007, the facsimile signature of Yvonne B. Burke, ~~Chairman~~, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.


SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By 
Deputy



APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By 
Deputy

Parcel 1

Being a Portion of Lots 138, 139 Lying Within 62nd Street, 50.00 Feet Wide, formerly known as 64th Street, In Tract No. 5450, In the County Of Los Angeles, State Of California, as per map recorded In Book 59 Pages 94 And 95 of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

Beginning At Said Point "A" In the Centerline Of 62nd Street, 50.00 Feet Wide, Thence Westerly Along Said Centerline North $89^{\circ} 59' 52''$ West 59.99 Feet To The Southerly Prolongation Of The Westerly Line Of Said Lot 138; Thence North $0^{\circ} 09' 28''$ East 25.00 Feet To The Northerly Line Of Said 62nd Street; Thence Easterly Along Said Northerly Line South $89^{\circ} 59' 52''$ East 80.00 Feet To The Easterly Line Of Said Lot 139; Thence Leaving Said Northerly Line Of 62nd Street South $0^{\circ} 09' 32''$ West 25.00 Feet To Said Centerline Of 62nd Street; Thence Westerly Along Said Centerline North $89^{\circ} 59' 52''$ West 20.00 Feet to Point "A".

Contains 2,000 Square Feet, More Or Less.

Parcel 2

That Portion of Lots 151 through 161 Lying Within a Portion of the 15.00 Feet Wide Alley, and Being East of Naomi Avenue, in Tract No. 5450 in the County of Los Angeles, State Of California, as per map recorded in Book 59 Pages 94 and 95, in the Office of the County Recorder of Said County, more particularly described as Follows:

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Contains 3,377 Square Feet, More Or Less.